

EXHIBIT 12



Joseph Weiner <hersheyweiner@gmail.com>

SETTLEMENT PROPOSAL FINTEK KITCHEN WINNERS

1 message

Joseph Weiner <hersheyweiner@gmail.com>

Wed, Jul 14, 2021 at 1:46 PM

To: Thomas Kato <tk@rockfintek.com>, Bradley Gilling <bg@rockfintek.com>, Shalom Arik Maimon <ariknext@gmail.com>

Cc: Hershy Weiner <weinerhershey@gmail.com>

Bcc: Mendel Banon <mendelbanon@gmail.com>, Joseph Mendlowits <josephm@adorama.com>

Good day Tom, Bradley and Arik,

Exhibit

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For settlement purposes only, and towards a global settlement intended to resolve all outstanding matters between the parties, including the open invoices in the amount of \$661,095.00 which owed to Kitchen Winners and overdue, a contract for 2 million boxes (of Medcare nitrile gloves for \$9.30 (\$9 for KW, \$.30 for Arik) per box of 100 – promised by Rock Fintek to Kitchen Winners), \$662,000.00 that Rock Fintek claims is owed to it by Kitchen Winners and a demand/request by Rock Fintek that Kitchen Winners provide documentation in order to verify that the nitrile gloves delivered to Rock Fintek were in fact produced by a licensed Medcare Factory, I would like to propose the following path forward to a mutually agreeable resolution.

1. Rock Fintek shall unconditionally acknowledge in writing the Six Hundred Sixty One Thousand Ninety Five and 00/100 (\$661,095.00) dollars outstanding in open invoices due to the seller under the contract of sale for nitrile gloves.
2. Within 45 days (eg on or before Friday, August 27, 2021) Rock Fintek shall deliver to Kitchen Winners and enter into a contract with Kitchen Winners and fund the deposit for the purchase of Two (2) Million boxes of Medcare nitrile gloves for \$9.30 (\$9 for KW, \$.30 for Arik) per box of 100 (all other terms remain the same as previous agreement unless the parties agree otherwise).
3. Upon Rock Fintek's written (email shall be sufficient to constitute a "writing" for the purpose of this agreement) acknowledgement of the invoices and consent to the terms as delineated above, Kitchen Winners shall immediately cooperate with the document demands of Rock Fintek and proceed with providing the documentation, evidence and verifications requested.
4. Upon entering into a purchase and sale agreement pursuant to section 2 above, and in furtherance of an amicable resolution, Kitchen Winners shall waive the outstanding balance (\$661,095.00) due under the original contract and additionally, Kitchen Winners shall pay \$662,000.00 (from the new contract) to Rock Fintek as follows:
 - a. \$200,000.00 issued Arik Maimon towards the debt owed by Rock Fintek to Arik, and an additional,
 - b. \$200,000.00 credited to Arik Maimon in full satisfaction of the promissory note, PG and COJ (in the amount of \$200k that Arik owes to Kitchen Winners) and such payment shall also be towards the debt owed by Rock Fintek to Arik, and
 - c. \$262,000.00 payable to Rock Fintek directly.

Tom, Bradley and Arik, please review the terms above carefully with your respective attorneys and respond to this message confirming you understand, acknowledge, consent and agree with all the above terms. Please call me if you have any questions I will not accept ambiguous replies. Thank you in advance for your anticipated cooperation regarding this very important matter and I look forward to hearing from you soon.

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